BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Name of the Work: -

Deployment of Consultants for the work of preparation of Detailed Project Report & Cost Estimates for Part A -Construction of new Sewage Treatment Plants at Mailasandra and Doddabele STP premises, and Part B - Upgradation / Rehabilitation / Replacement of Sewer Network in Vrushabavathi Valley.

(Through e-procurement portal only).

https://eproc.karnataka.gov.in

TECHNICAL BID DOCUMENT

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Section – 1

1. Though adequate care has been taken in the preparation of this Request for Bid Document, the Consultancy Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in Section 3.4, it shall be deemed that the Request for Bid Document is complete in all respects and Consultancy Firm is satisfied that the Request for Bid Document is complete in all respects.

   Executive Engineer (WWM-P) V Valley
   Bangalore Water Supply and Sewerage Board,
   Nayandanahalli,Bangalore-560 034,
   Karnataka, India.

2. Neither BWSSB, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP (Request for project) and it is not possible for BWSSB, to consider the particular requirements of each party who reads or uses this RFP. Certain prospective Consultant Firms may have a better knowledge of the Assignment than others. Each prospective Consultant Firm should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

3. Neither BWSSB, their employees nor the consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Assignment, the information and any other information supplied by or on behalf of BWSSB, or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.

4. BWSSB reserves the right to reject any or all of the Bids submitted in response to this Request for Bid at any stage without assigning any reasons whatsoever. BWSSB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP.

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5. BWSSB reserves the right to change/ modify/amend any or all of the provisions of this Request for Bid. Such changes would be intimated to all parties procuring this Request for Bid.

BANGALORE WATER SUPPLY AND SEWERAGE BOARD,
Office of the Executive Engineer, Waste Water Management Projects,
V.Valley Division,
Mysore Road, Nayanadahalli, Bengaluru - 560 039.

No.BWSSB/EE(WWM Projects - V Valley)/AEE -2/PB / 373 /2024 – 25.Dated:05.06.2024.

INVITATION FOR TENDER (IFT)
(Through GOK e-Procurement platform www.eproc.Karnataka.gov.in)

Tenders are invited through GOK e-Procurement platform www.eproc.karnataka.gov.in by the Chief Engineer (Project), Bangalore Water Supply and Sewerage Board, Kempegowda Road, Bangalore-560 009, Karnataka, India, on behalf of the Chairman, BWSSB, Bangalore, for consultancy services for preparation of Detailed Project Report.

Date and time for Tender Notification - 06.06.2024:

Date and time for receipt of tender documents - 19.06.2024 at 11-30 Hrs

Opening of Technical bids: - 20.06.2024 at 12-00 Hrs.

Sl No	Name of the work	Approximate Amount Put to Tender in	E.M.D @ 2% in Rs	Time Period	Pre Qualification criteria

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		Rs.			
1	Deployment of Consultants for the work of preparation of Detailed Project Report & Cost Estimates for Construction of new Sewage Treatment Plants at Mailasandra and Doddabele STP premises, and upgradation/rehabilitation/ replacement of sewer network in Vrushabavathi Valley.	95,40,000.00	1,90,800.00	2 months for STPs and 3 Months for Sewer Network including DPR, preparation, tender documents including preliminary design , Drawings & tender evaluation, Finalization of contract for the work.	1. The consultant should have carried out consultancy for the work of DPR preparation **at least 1 No of 100 MLD or 2 nos of 60 MLD each** capacity sewage treatment plant to secondary or Tertiary standard and Sewer Network pipelines design of **min length 100 km (400 mm dia and above).** 2. The consultant should have a minimum annual financial turnover of **Rs. 200.00 Lakhs** in each of the last five years.

Objective:

BWSSB is implementing Cauvery Water Supply Schemes (CWSS) Stage V (stage 4 Phase III) project with the financial assistance from JICA to augment 775 MLD of drinking water to 110 village coming within Bruhat Bangalore Mahanagara Palika limits (BBMP). About 300 MLD of water will be supplied to the western region of Bangalore city. It is anticipated that about 80 percentage will be converted to sewage, say 240 MLD in Vrishabavathi valley and Arkavathi Valley. The implementation of sewage conveyance system in the above valleys has to be taken up. Presently, BWSSB is supplying a total of 1450 MLD drinking water to the city from Cauvery River source. The augmentation of drinking water under Stage V will increase to 2225 MLD to Bangalore city.

In the western part of city, at present about about 345 MLD is being treated in Vrishabavathi and Arkavathi valleys, and work on upgradation and enhancement of treatment capacity to an extent of about 230 MLD has already been taken up by BWSSB, which will attain 575 MLD treatment capacity. At present, as per the flow measurement in the drainage zone

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about 650 MLD is generated in the Vrishabavathi and Arkavathi valley. It is expected to increase by 240 MLD after the implementation of CWSS Stage V drinking water supply project, and projected 2035 population (Vertical) grown. In order to treated all the sewage generated in the valleys, it is proposed to construct two new water reclamation plants (STPs) (Max 100 MLD capacity each) at existing vacant land in Mailasandra STP premises and Doddabele STP premises.

Part A - Scope of work:

a) Field investigations like topographical survey of entire STP site, capturing the existing structures, utilities etc., for planning the layout.

b) Detailed geo-technical investigation required for design of various structures.

c) Analysis for sewage (3 samples) and sub soil water.

d) Finalizing the design parameters for new STP including influent parameters, treated water quality, sludge quality as per relevant standards / norms / guidelines etc.

e) Selection of technology for meeting desired treated effluent standards including evaluation of technology on the basis of capital cost, O & M cost, power requirement, area required, treated effluent quality, sludge quality and quantity, ease of operation etc. Techno-economic feasibility study shall be carried out considering all the available technologies and opinion / recommendations shall be formulated considering above parameters.

f) Process design, hydraulic design, mechanical and electrical equipment design for proposed STP including sizing of units, electro-mechanical equipments, instrumentation and control system etc.

g) Formulation of technical proposal for power generation from waste sludge including carrying out cost benefit analysis, recovery ratio, NPV analysis etc.

h) Assessment of area required for new STP as against available area within the existing STP premises including preparing layout plan showing existing units, new units, space for future expansion etc.

i) In case the available vacant area within the existing STP premises is inadequate to house new STP, alternative means shall be proposed

including reclaiming additional area by dismantling / discarding part of the existing structures / units without affecting the existing treatment facility and suitable restructuring / rehabilitation plan shall be suggested.

j) All the structures, buildings, channels, conduits, pipelines, drains etc. requiring relocation / dismantling shall be identified and quantified.

k) Preparation of general arrangement drawings, hydraulic flow diagram, process flow diagram, layout plan, electrical drawings, P & I drawing etc.

l) Preparation of bill of quantities for civil works, schedule of electro-mechanical equipments / machinery, instrumentation and control system including cost estimation as per department schedule of rates / market rate etc. The estimate to include relocation / dismantling of structures, buildings, channels, conduits, pipelines, drains etc. as identified in DPR.

m) Preparation of "Detailed Project Report (DPR)" in six sets both in hard copy and soft copy which shall include report, drawings, cost estimate etc. as per Board requirement for onward submission to concerned authorities including Govt. of Karnataka / Union Govt. / Funding agency etc.

n) Preparation of EPC Tender document for construction of proposed STP with detailed Technical specifications for all components of works, Conditions of contract, financial bid required for uploading to e-procurement portal.

o) Assist BWSSB in conducting pre-bid meeting and preparation of replies to the bidder's queries.

p) Carryout technical evaluation of bids received; obtain clarifications from bidders and carryout financial evaluation of qualified bids.

q) Assist BWSSB in finalization of contract agreement with the selected contracting company.

SITE LOCATION No.1 Mailasandra STP Premises

The STP site is located on Mysore road, adjoining to Vrishvavathi River. The geographical location of Mailasandra STP is 12^{o} 55' 04.62" N and 77^{0} 29' 35.34" E. The satellite image of existing STP adjacent to Mailasandra STP is shown below.

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SITE LOCATION No.2 Doddabele STP Premises

The STP site is located on Mysore road, adjoining to Vrishvavathi River. The geographical location of Doddabele STP is 12° 53’ 53.08” N and 77° 28’ 31.30” E. The satellite image of existing STP adjacent to Doddabele STP is shown below.

The above work should be completed in 2 months.
The scope work also includes preparation of Detailed Project report for upgradation/ rehabilitation /replacement of Sewer network in Vrushabavathi Valley.

The sewage flow contribution of catchment area in Vrushabavathi Valley & its Tributaries:

Sl No	Valley Name	Catchment Areas

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1	Vrushabavathi Valley	Sadashivanagar, Malleswaram, Ghandinagar, Okalipuram, Rajajinagara, Basaveswaranagar, Chamarajapete and Surroundings
2	Kathriguppe Valley	Yediyur, Tyagarajnagar, Basavanagudi, Ittamadu, Kathrguppe, Banashankari and surrounding areas.
3	Channasandra Valley	Kumaraswamy layout, kanakanagara, Channasandra, RR nagar and surrounding area.
4	Srigandhkavalu Valley	Herohalli, Ullal, Mallathahalli, Annapoornneswari nagar, SMV Layouts and surrounding area.
5	Kethamaranhalli Valley	Peenya, Yeswanthapura, Nandini Layout, Mahalakshmi layout, Bangalore University, Nagarabhavi and surrounding area.

Drainage Map attached.

The existing alignment length of sewer line from different nodal points is mentioned below.

From Sankey lake to V.Valley STP • 14.0 Km
From Herohalti to Doddabele STP - 16 Km
From Dsouza nagar to Doddabele STP - 1 I .3 Km
From Yeshvanthapura to Jnana Bharathi Metro station- 14.50 Km

The capacity of STP's presently available and after under construction/upgradation pertaining to Vrishabhavathi Valley for treatment of sewage now is as follows.

Name of STP	Vrishabhavathi	Mailasandra	Kengeri	Doddabele	Kempambudi	Mallathalli
Existing	150	75	60	40 + 20	-	-
Under construction/ Upgradation	150	25	20	15	10	10
Total (MLD)	**300**	**100**	**80**	**75**	**10**	**10**

Objective:

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The Vrishabhavathy Valley runs in the western parts of the city and flows towards the South of Bengaluru. The catchment area of Vrishabhavathy Valley is 209.79 Sq.kms. BWSSB has established four major Sewage Treatment Plants at Vrishabhavathy Valley, Milasandra, Kengeri and Doddabele, and two STPs at Kempambudhi & Malathahalli are being upgraded to 10 MLD capacity. The wastewater generated should flow to the above treatment plants. Hence a comprehensive study of the entire valley has to be made to abate the wastewater flow in the Storm Water Drain and reaching the lakes. The wastewater generated should reach these treatment plants and if necessary construction of additional treatment plants may also be recommended for considering the growth of the city till 2035.

The existing diameters of pipes are not sufficient to cater present flow of sewage from the areas. These areas are seeing rapid growth in Residential and commercial establishment. At present Herohalli 110 village area sewage and newly formed Sir M Visveshwaraya layout along with other private layout sewage has been added to this existing line causing overload of the sewer line. To overcome this problem, the network has to be designed, so that it will carry the excess sewage generated at present and considering the contribution of sewage from population growth till 2050.

Part B - Scope of Work:

1) Collection of available data with BWSSB about the existing sewerage system, ISPS, STP of Vrishabhavathi Valley and its tributaries.

2) To verify and review the correctness of the available data in field.

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3) Study the catchment area for population, assessment of sewage flow in Vrishabhavathi Valley.

4) Conduct conditional assessment of the existing sewerage network through primary survey should be noted that the best available technology should be applied for doing the sewerage system condition assessment.

5) As the outcome of primary survey, all the pipelines requiring rehabilitation / remodeling / refurbishment / replacement shall be identified and marked and produced in form of a map, with an associated note describing the current condition, and extent of rehabilitation.

6) Considering the catchment area & population, the existing and future sewage flows in Vrushabavathi Valley shall be assessed. This

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consultancy assignment requires collection of sewage flow data at nodal points. The sewage flows at nodal points to be assessed for the present, future and assessment of required diameter of the pipeline at the nodal points, it is envisaged that the suitable population projection must be used in order to assess the future population for the year 2050.

7) Assess the current carrying capacities of the existing sewerage network at nodal points.

8) The sewerage network of Vrushabavathi Valley shall be designed based on the collection of current flow data and future projected flows,

9) The consultant shall also prepare a Methodology and Implementation Schedule for rehabilitation / remodeling / replacement of sewers wherever necessary.

10) The consultant shall also prepare a drawing for fixing the alignment of sewers, preferable outside the storm water drains, within the drain in exceptional cases.

11) Topographical survey of the proposed sewer network system along SWD.

12) Based on the initial design requirement for laying in the new sewerage network the consultant shall perform the Geo-technical investigation.

13) The consultant shall develop comparison of various pipe materials, technology selection of techno-commercial basis for the implementation with respect to the ground realities in the proposed alignment.

14) The consultant shall prepare L. section drawings for proposed pipe line network.

15) Based on the design requirements and proposed new section of sewerage network the consultant shall prepare the bill of quantities for civil works, pipe laying including cost estimation as per latest Common Schedule of Rates / market rate etc. The estimate will include relocation dismantling of structures, buildings, channels, conduits, pipelines, drains etc., as identified in DPR.

15) The detailed specifications and quantities of the identified components shall be done on the basis of the schedule of rates approved by the WS & SW and PWD prevailing Common SR. For any item, which is not covered in Common Schedule of Rates, Derived rates can be arrived from rate analysis and obtain approval from the competent authority /

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Market rates with supporting documents shall be taken for deriving the cost estimate. The above cost estimate shall be furnished to BWSSB as basis for floating the tender.

The above work should be completed in 3 months.

General:

Separate Team shall be deployed for each Scope of work (Part A separate & Part B separate)

The consultant shall then prepare and submit 5 sets hard copy of DPR including Survey drawings, estimate & report along with presentation of the analysis in front of Technical Committee on prior intimated date.

The consultant shall also prepare the Tender Document based on the identified projects, depending on the requirements of Funding Agency.

The Firm should also address all the queries that will be coming in the above Vrishabhavathi Valley project.

2. Eligibility Criteria:

a. Any individual Firm/agency, Company, having suitable technical, financial and managerial capabilities are eligible to apply.

b. Consultants must establish an office in Bangalore with necessary infrastructure required.

3. Qualification information:

A. Technical Qualification.

1. The consultant should have carried out consultancy for the work preparation of DPR **at least 1 no of 100 MLD or 2 No. of 60 MLD** each capacity sewage treatment plant to Secondary or Tertiary standard, and Preparation of DPR for Sewer Network pipelines design of **min length 100 km (400 mm dia and above).** Documentary proof in the form of client certificate shall be submitted along with the bid.
2. The consultant shall be working / worked with Govt. Organization in similar or any other projects. Documentary proof of having rendered consultancy services for Govt. Organization shall be produced along with the bid.

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3. The consultant shall have resource persons in each of the discipline of process, civil, electrical and mechanical. Curriculum Vitae of the experts with experience in similar project shall be submitted along with the bid.

B. Financial

1. The consultant should have a minimum annual financial turn over of **Rs. 200.00 Lakhs** in each of the last five years. Documentary proof in the form of attested balance sheet for last 5 years shall be submitted.

2. The company should not be a loss making in last 3 years.

3. The tender comprises two-cover system of (i) Technical Bid and (ii) Financial Bid (separate for part A and Part B scope of work).The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid contains Bill of quantities (BOQ), which will be opened only if the Consultant is found to be qualified to execute the tendered work. (The intending bidders shall furnish the relevant experience certificates duly signed by the competent authority not less than the rank of Executive Engineer)

4. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.in under login for Contractors. Aspiring consultants who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in

6. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eproc.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.

7. Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.

8. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

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9. A successful tender will have to execute an agreement with The Bangalore Water Supply and Sewerage BWSSB within 7 days upon receipt of intimation along with Performance Security of 5% of the contract price for Project Management Consultancy and Quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

10. Bangalore Water Supply and Sewerage Board reserves the right to accept / reject any or all tenders without assigning any reasons.

11. Corrigendum's / modifications / corrections, if any, will be published in the Website only.

12. Further details of works for can be obtained in the Office of the Executive Engineer, (WWM-Project) V Valley Division, BWSSB, Bangalore on all working days between 3:30 pm and 5:30 pm.

13. GOK e-Procurement portal https://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 – 22485867.

Executive Engineer,
Waste Water Management Projects, V.Valley Division,
Mysore Road, Nayanadahalli, Bengaluru - 560 039.

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SECTION 2 - INFORMATION TO CONSULTANTS

2. INTRODUCTION

2.1 Bangalore Water Supply and Sewerage Board (BWSSB), “the client” is desirous of obtaining Review of Detailed Project Report(DPR) preparation of tender documents including preliminary design, Drawings & tender evaluation, Finalization of contract for the work of up-gradation of STP’s with BNR removal system for Vrushabhavathi valley STP’s and Arkavathy valley STP’s.

2.2 **The objectives and description of the services are:**

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2.2.1 Feasibility study, Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology, framing Design concepts of Treatment Plant, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to BWSSB after proper analysis, exhibiting animated views of the Treatment Plant.

To prepare the concept plan for the construction of Treatment Plant after detailed analysis of the Plant.

- ❖ To carryout topographical survey details.
- ❖ To carry out detailed field investigation, detailed geo-technical investigation etc.
- ❖ To introduce and promote improved standards, specifications and practices for design and construction.
- ❖ To prepare detailed cost estimate, bill of quantities (BOQ), bid documents tender drawings, check the construction drawings and detailed designs supplied by the contractor and any other details for Completion of the project.
- ❖ Supervision of work quality as per technical specification.

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2.3 **TIME SHEDULE:** The proposed project is to be constructed quickly to provide early relief to Water Pollution in the Lake, and hence the selected consultant is expected to complete his services speedily. The Bidders may note that the Client will be closely monitoring the progress of the Assignment and any deficiencies in performance will invite penalties and termination. The total time for submission of Feasibility Report, DPR, Estimate, Bid documents and tender drawings for inviting tenders for construction is 90 days from the date of issue of work order.

Consultant firms may prior to submitting their Bid for the Consultancy Assignment are encouraged a site visit to have as assessment study of junctions and their characteristics at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and other information necessary for preparation and submission of their Bids. The consultant firms shall be deemed to have full knowledge of the proposed functions whether physically inspected or not.

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2.3.1 The consultants are invited to submit Technical & Financial bids, for the above Consultancy Services.

2.3.2 The Bid will be the basis for contract negotiations and ultimately, signing of a contract with the selected consultancy firm.

2.3.3 Consultants must familiarize themselves with local conditions and take them into account in preparing the Bids. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client's office before submitting a Bid.

2.3.4 Consultants who have set up an office including design office in Bangalore will only be considered.

A) Please note that

(i) The costs of preparing the Bid and of negotiating the contract, including visits to the Client site, are not reimbursable as a direct cost of the Assignment

(ii) The Client is not bound to accept any of the Bids submitted.

B) Conflict of Interest:

(i) The Consultants shall provide objective, impartial advice and hold the client's interests paramount without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

(ii) The firm which has been engaged by the BWSSB to provide consultancy services for a Treatment Plant shall be disqualified for providing goods or works or services related to assignments for the same Treatment Plant to any of the construction agencies. Consultants should clarify their situation in this respect to the Client.

2.3.5 The Consultants (including their affiliates / associated / partners) shall observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy BWSSB:-

(a) Will reject a Bid for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(b) Will cancel the firm's contract if at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.

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(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BWSSB financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BWSSB financed contract; and.

For the purposes of above:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a BWSSB official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment to BWSSB, and includes collusive practices among consultants)prior to or after submission of Bids) designed to establish prices at artificial, non-competitive levels and to deprive BWSSB of the benefits of free and open competition.

(iii) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Government of Karnataka – financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, or Government of Karnataka – financed contract, and

(v) Will have the right to require that, Government of Karnataka to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Government of Karnataka.

2.3.6 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub Para 2.3.5 (C)

2.3.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.3.9 Clarification and Amendment of RFP documents.

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(i) Consultants may request a clarification of any item of the RFP document up to 20 days from the date of notification. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

(ii) At any time before the submission of Proposals, the Client may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through agenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.4 Preparation of Bids

2.4.1 Consultants are requested to submit Bid written in the language (s) specified in the data sheet.

2.4.2 Earnest money deposit and Tender processing Fee :

2.4.2.1 The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- ❖ Online payment
- ❖ National Electronic Fund Transfer (NEFT)

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NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor’s bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

2.4.2.2 The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at XXXX Bank

2.4.2.3 EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.’s central pooling account at XXXX Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction

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2.4.2.4 For details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.3 Technical Bid:

- ❖ In preparing the Technical Bid, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.

- ❖ While preparing the Technical Bid, consultants must give particular attention to the following:

i) Proposed key professional and their required experience capable of providing the necessary services.

ii) It is desirable that the majority of the key professional staff proposed be permanent employees.

iii) Alternative professional staff shall not be proposed and only one curriculum vitae.

iv) Reports to be issued by the consultants as part of this assignment must be in the languages(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of English.

2.4.4 The Technical Bid should provide the following information.

(i) Site Appreciation.

(ii) Approach & Methodology

(iii) Innovative solutions for speedy Project Completion.

(iv) Work programme and manning schedule

(v) Key personnel & other experienced

- ❖ Qualification of Key Personnel
- ❖ Relevant experience of Key personnel and backup support
- ❖ Number of permanent staff.

(vi) The Technical proposal shall not include any Financial information.

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(vii) CV's recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Technical bid submission Form). Key information should include number of years working for the firm entity, and degree of responsibility held in various assignments with the firm.

2.4.5 Financial Bid:

The financial Bid as fees should be submitted separately as indicated in the data sheet.
The fees may be indicated in the formats furnished in Section 6.

2.4.6 The Consultant should include the cost of topographic survey, soil investigations, any other surveys and investigations required for preparation of Detailed Project Report and such information necessary to be provided to the contractors to assess the cost while tendering.

2.4.7 In preparing the Financial Bid, consultants are expected to take into account the requirements and conditions of the RFP document and as given in the Data Sheet. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including (a) remuneration for staff (in the filed and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys etc.

2.4.8 Costs and fees must be expressed, and will be paid, in the currency mentioned in the data sheet.

2.4.9 Bids must remain valid for a period of 90 days. During this period, consultants are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Bid validity period is extended, the consultants have the right not to maintain their Bid.

2.4.10 An agreement in usual format shall be drawn up and entered into with the successful consultant for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOI.

2.5 SUBMISSION, RECEIPT AND OPENING OF BIDS

2.5.1 The Bids shall be submitted through e-procurement portal.

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2.5.2 First the Technical Bid will be opened at the time and date specified in the data sheet. The same will be evaluated. The objective of evaluation will be to ascertain the capability of the consultant to achieve the requirements of the assignment as well as responsiveness of Bid based on the eligibility criteria.

2.6 DESCRIPTION OF THE SELECTION PROCESS

2.6.1 The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

2.6.2 Responsiveness of Bid
The Bids submitted by Consultant Firms shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- It is not received by the due date and time specified.
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified

The “Responsive” Bids shall be evaluated in the following stages by a Tender scrutiny committee constituted by BWSSB

2.6.3 **Evaluation of Technical Bid**

(i) Evaluation of Technical bid would be based on the basis of Eligibility criteria indicated
in letter of invitation.

(ii) The evaluation committee appointed by the Client as whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

2.6.4 Evaluation of Financial bids

The financial Bid of technically qualified Consultant Firms shall be evaluated in the following method:

1. The detailed contents of each of Financial Bids will be reviewed subsequently by BWSSB.
2. The Financial Bid shall be reviewed to ensure that the figures provided therein are

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Consistent.

3. Financial Bids will be checked for computational errors or material omissions, and prices
will be corrected and adjusted as necessary.

4. If a discount has been offered in any Financial Bid, such discount will be applied prorate.

2.6.5 BWSSB reserves the right to reject, at its sole discretion, any or all evaluated Financial Bids and if necessary, call for submission of new Financial Bids.

2.6.6 The Bidders are advised to quote the price accordingly. In addition, the statutory service tax as applicable shall be reimbursed separately, on actual basis. Thus the Financial Bid should include all taxes excluding service tax.

2.6.7 All duties, taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by BWSSB. All taxes, duties and levies (except service tax) in respect of the transaction between BWSSB and Bidders shall be included in the Price Bid.

2.6.8 The evaluation committee will determine whether the financial Bids are complete, correct any computational errors and correct prices in local currency (IR).

2.7 Negotiations

2.7.1 Negotiations will be held at the office of the Chief Engineer (Wastewater Management-West), BWSSB, Bangalore. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the BWSSB may specify. Failure in satisfaction of such requirements may result in the BWSSB proceeding to negotiate with the next lowest Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate.

2.7.2 The Client shall prepare minutes of the negotiations, which will be signed by the Client and the Consultant. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations.

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2.7.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initials the agreed contract.

2.7.4 Confidentiality Negotiations
Information relating to evaluation of Bids and recommendations concerning contract award shall not be disclosed to Consultants who submitted Bids or to other persons not officially concerned with the Selection process until the winning firm has been notified and contract awarded.

2.8 Award of Contract
After completion of negotiations, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Bids that they were unsuccessful.

Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

2.9 RIGHT OF REJECTION
BWSSB reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of Bids shall NOT in any way, obligate the BWSSB to enter into a consultancy agreement, lease or any other contract of any kind with any Consultant. All submitted copies of the Bids shall become the property of BWSSB.

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SECTION 3 - DATA SHEET

3.1 Name of the Client:

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
The client's address is:

Office of the Executive Engineer
Bangalore Water Supply and Sewerage Board,
(WWM-P)V Valley Division,
Nayandanahalli
Bangalore-560 34,
Karnataka, India.

Clarification, information, submission of Bid and / or all correspondence to be sent to the above address.

3.2 Bid Requirements: One Technical bid and one Financial bid by e-procurement only.

3.3 Assignment:

3.3.1 Feasibility study, Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to BWSSB after proper analysis.

- To carryout topographical survey details.
- To carry out detailed field investigation, detailed geo-technical investigation etc.
- To introduce and promote improved standards, specifications and practices for design and construction.
- To prepare detailed cost estimate, bill of quantities (BOQ), bid documents tender drawings, check the construction drawings and detailed designs supplied by the contractor and any other details for Completion of the project.
- Supervision of work quality as per technical specification.

3.4 The language (s) to submit Bids is: English

Reports which are part of the assignment must be written in the following language: English.

3.5 The Technical Bid should include:

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1) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilized by them at short notice, which will allow them to complete the assignment within a short period. The following details should be given;

a) Name of assignment.
b) Date of entering into the assignment.
c) No. of man months required to complete it.
d) Is any of the key staff whose CV is enclosed working on the assignment.

All these should be substantiated by relevant details. No change of key personnel is permitted without prior written permission of BWSSB, Such changes may be permitted subject to satisfactory replacement.

2) The composition of the proposed staff team, the task assigned to them and their timings.

3) Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.

4) Other details asked for in the formats enclosed.

3.6 FINANCIAL BID
The Assignment covers consultancy services for preparation of Detailed Project Report, design , Drawings & tender evaluation, Finalization of contract for the work of up-gradation of STP's with BNR removal system for Vrushabhavathi valley STP's and Arkavathy valley STP's.
3.7
a) Payments shall be made on Percentage basis as per Clause 4.10.

b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of BWSSB, be rejected.

c) Payment stages will be as per respective section under Terms of Reference.

3.8 Taxes: All taxes shall be included in the offer, except the service tax, which shall be paid extra.

3.9 The currency in which the Bids can be expressed and contract payments will be made is: Indian Rupees.

3.10 Bids must remain valid for 90 days after the submission date.

3.11 The address to bring information to the client is:

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Office of the Executive Engineer,
(Wastewater Management) V Valley Projects Division
Bangalore Water Supply and Sewerage Board,
Nayandanahalli, Bangalore-560 034,
Karnataka, India.

3.12 The address for negotiations is:

The Chief Engineer (Wastewater Management - West)
Bangalore Water Supply and Sewerage Board,
6th Floor, Cauvery Bhavan, Kempegowda Road, Bangalore-560 009,
Karnataka, India.

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SECTION 4 - TERMS OF REFERENCE

4.1 PROJECT:
BWSSB is desirous of engaging consultancy services for preparation of Detailed Project Report & Cost Estimates for Part A -Construction of new Sewage Treatment Plants at Mailasandra and Doddabele STP premises, and Part B - Upgradation / Rehabilitation / Replacement of Sewer Network in Vrushabavathi Valley.

4.1.1 The Project
BWSSB intends to procure the services for preparation of Detailed Project (DPR), tender documents including preliminary design, Drawings & tender evaluation, Finalization of contract for the work of

Part A - construction of new STP's with BNR removal system and Vrushabhavathi valley STP's and Arkavathy valley STP's.

Part B - Upgradation / Rehabilitation / Replacement of Sewer Network in Vrushabavathi Valley.

The studies would be as follows:

4.1.2 Detailed Project Report consisting of Topographic survey, to carryout the Soil investigation, Evaluation of alternatives, Identifying Utilities for shifting, Selection of construction technology / Methodology, aesthetics of Plant and other urban design elements, prepare concept plan acceptable to BWSSB after proper analysis.

- To carryout topographical survey details.
- To carry out detailed field investigation, detailed geo-technical investigation etc.
- To introduce and promote improved standards, specifications and practices for design and construction.
- To prepare detailed cost estimate, bill of quantities (BOQ), bid documents tender drawings, check the construction drawings and detailed designs supplied by the contractor and any other details for Completion of the project.
- Supervision of work quality as per technical specification.

SCOPE OF WORK

a) Visiting the site, study the site conditions, collect the data required for preparation of report for the project.

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b) Interact with client and collect all requirements for proper planning and designing of the proposed Sewage Treatment Plant as per the requirement of KSPCB & NGT standards including Biological Nutrient removal.

c) Carryout topographical survey and soil investigation for the proposed Treatment plant site.

d) Assessment of sewage flow in both Vrushabhavathi valley and Arkavathy valley

e) Carryout sewage sample analysis for process design.

f) Based on the topographical survey and soil investigation details made available, study the technology option for selection of treatment methods and propose the Capacity of treatment plant to be set up in Modules for present demand and for future demand preferably in three Modules and to submit the lay out plan of the comprehensive plant with block diagram and dimensions of each blocks clearly indicating the actual space required to set up the plant.

g) Carry out process, hydraulic design for the STP with BNR process for all the Modules under comprehensive design.

h) Prepare cost estimate required for approval from BWSSB for all the Modules under comprehensive design.

i) Review 'Detailed Project Report' for the above project for all the Modules under comprehensive design.

j) Prepare tender documents on turnkey basis comprising of 'General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Billing schedule' for one single Module for which work has to be taken up immediately.

k) Prepare document for pre-qualification of bidders.

l) To give Technical presentations at various levels for approvals.

m) Assist BWSSB in Tendering Process for selection of contractor.

n) Attend pre-bid conference and clarify the queries raised by the contractors.

o) Assist BWSSB in technical and financial evaluation of tenders and give recommendation for award of contract.

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p) On award of work, scrutinize the technical data sheets submitted by the contractor and furnish comments.

q) Study the detailed working drawings for all aspects of the STP prepared by contractor and offer comments and to recommend BWSSB to approve for execution.

4.4.9 Tender and Contract Documents and Pre-Contract Services

Tender Documents
i) Tender documents based on KTTP Acts formats or as directed by the client shall be prepared, for pre-qualification of the contactors, and main bid document.

The Consultant shall prepare two (2) sets of tender documents for approval, which shall consist of at least the following sections:

A) Pre-qualification criteria and selection process.

1) Invitation to Tender
2) Instructions to Tenderer
3) General Conditions of Contract
4) Forms of Tender, Appendix to Tender and Tender Guarantee
5) Forms of Performance Guarantee, and of Bank Guarantee for Advance
6) Mobilization payment.
7) Technical Specifications for the execution of the works.
8) Machinery and manpower requirements.
9) QAP for Construction
10) Drawings
11) Special Conditions of Works
12) Safety precautions to the workers and traffic
13) Tender drawings
14) Tender Schedule

ii) The tender and contract documents shall, after approval by the BWSSB, be submitted in 6 sets along with soft copy (6 Nos.).

4.4.10 Evaluation of tenders
i) Pre-Qualification of Contractors
The Consultant will prepare Pre-Qualification documents and evaluation criteria for contractors. This document shall be prepared well before finalization of tender documents. Consultant will examine the applications

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of contractors for pre-qualification, evaluate and give a report on Prequalification of contractors.

ii) Evaluation of Tenders
The Consultant will evaluate the tenders once they are received and give consultants recommendation in the form of a report to the client. The consultant shall assist BWSSB in further evaluation of the tenders for the selection of a contractor for the works and shall assist in the contract negotiations and suitable modifications if any in the agreement.

4.4.11 Criteria for Designs
The designs evolved by the consultant shall conform to the following criteria:
a) To have good construct-ability.
b) To be amenable for fast construction
c) To be economical
d) To be flexible to take care of services where they cannot be shifted
e) To be innovative with good aesthetics and in harmony with environment.
f) To be prepared quickly.
g) To be based on proven experience for other urban projects constructed on a fast-track basis
h) To avoid land acquisition as far as possible
i) To have Minimum operation and Maintenance cost

4.5 REPORTS

4.5.1 Detailed Engineering Designs and Drawings both in Hard copies / Soft copies.

4.5.2 All reports and documents relevant to the project, maps, field survey notes / calculations, etc shall become the property of BWSSB, Consultant shall provide the originals and soft copies of all the maps, plans and all drawings. Consultant shall provide soft copy of all data, design and drawings, maps, plans, documents, reports and presentations etc.

4.5.3 Reports should consist of:
- ❖ Detailed Engineering Report
- ❖ Tender document
- ❖ Tender evaluation Report
- ❖ Monthly quality monitoring report
- ❖ Completion reports.

4.6 Time schedule: The total time for submission of Detailed Project Report, Estimate, Bill of quantities, Bid documents and tender drawings for inviting tenders for construction is 45 days from the date of issue of work order.

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The review of construction drawings and detailed design submitted by contractor in stages as per the requirement and progress of work till the completion of the project.

4.7 Key Professional Staff
Key Personnel and experience required:
Table – K - Minimum Required Experience and Expertise of Proposed Key personnel details

S No	Position	Qualification	Specific experience
1	Team Leader	Master Degree in Environmental Engineering	Minimum 10 years of experience, 5years experience as Team Leader. Should have led development of design of large scale Sewage Treatment facilities of size 100 MLD / Sewer Network or bigger, with experience in designing latest technologies.
2	Process Expert - Sewage Treatment	Master /Graduate in Civil/Environmental Engineering	Minimum of 10 years of experience in design review of wastewater treatment facilities. Should have led development of design of large scale sewage treatment facilities of size 100MLD or bigger, with experience in designing latest technologies.
3	Design Engineer (Civil / Structural)	Master /Graduate in Civil / Structural Engineering	Minimum of 10years of relevant experience in design review of wastewater treatment facilities. Should have led development of design of large scale treatment facilities of size 100MLD or bigger / Design of Sewer Network, with experience in designing latest technologies. Proven experience in coordinating with mechanical engineers,

S No	Position	Qualification	Specific experience
			and piping engineers.
4	Design Engineer - Mechanical Engineer	Bachelor degree in Mechanical Engineering	Minimum of 10 years of relevant experience in planning, detailed engineering, tendering, in mechanical systems for large scale water, and wastewater projects. Proven experience in selection and sizing of mechanical systems, along with mechanical operations and maintenance of large water/wastewater treatment plants and pumping stations.
7	Electrical Engineer	Bachelor degree in Electrical /Electronics Engineering	Minimum of 10 years of relevant experience in Electrical design review in water/wastewater treatment plants and pumping stations.
8	Instrumentation & Automation Engineer	Bachelor degree in Instrumentation & Electronic Engineering	Minimum of 10 years of relevant experience in instrumentation control and automation (SCADA - PLC and HMI) in water/wastewater treatment plants and pumping stations.
9	Contract Specialist	Bachelor degree	Minimum of 10 years of relevant experience.
10	Quantity Surveyor	Bachelor degree	Minimum of 10 years of relevant experience.
11	CAD Engineer	Bachelor degree	should have at least 3 years experience.
12	Hydraulic Engineer	Bachelor degree	should have at least 3 years experience.
13	Other support staff	Bachelor degree	should have at least 3 years experience.

4.8 SPECIFIC RESPONSIBILITIES OF THE CONSULTANT

i) The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information data and

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reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the consultant. The responsibility for the correctness of using such data shall rest with the consultant. All such information, data and report hall be treated as confidential.

ii) The consultant shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

iii) The Consultant shall make his own arrangements for document reproduction, printing
and reproduction of all study reports during the course of the study.

4.9 OBLIGATIONS OF THE CLIENT
i) Liaison and Access
The BWSSB shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The consultant shall be given unhindered access to the relevant agencies in order to carry out the study.

4.10 Payment schedule:

Sl No	**Description**	**Payment schedule**
1	Work of Preparation of Detailed Project Report	40%
2	Work of Preparation of Tender Document preparation of tender documents including preliminary design, Drawings	25%
3	Work of Tender Evaluation and Finalization of Contract.	35%
	Total	**100%**

4.11 Performance Security

4.11.1 The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

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GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity,

means any of these entities, and "Members" means all of these entities; ‘Member in
Charge’ means the entity specified in the SC to act on their behalf in exercising all
the Consultants’ rights and obligations towards the Client under this Contract.
(i) "Party" means the Client or the Consultants, as the case may be, and Parties means
both of them;
(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and
‘key personnel’ means the personnel referred to in Clause GC4.2 (a)
(k) "SC" means the Special Conditions of Contract by which these General Conditions of
Contract may be amended or supplemented;
(l) "Services" means the work to be performed by the Consultants pursuant to this
Contract as described in Appendix A; and
(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of
the Services in accordance with the provisions of Clauses 3.5 and 4.
(n) “TOR” means Terms of Reference.
(o) ‘Third party” means any person or entity other than the Government, the Client, the
Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract
This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language
This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices
Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

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1.5 Location
The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in
Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties
The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, and fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract
This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services
The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract
Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification
Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition
For the purposes of this Contract, "Force Majeure" means an event, which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time
Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:
The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being

notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:
“Corrupt practice,” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;

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(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of termination
or expiration;

(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) The Consultants obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) Any right, which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.90.

2.7.5 Payment upon Termination
Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client): (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination
If either Party disputes whether as event specified in paragraphs (a) through (e) of Clause GC 2.71 or in Clause 2.7.2 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to Arbitration pursuant to Clause GC 7 hereof, and this Contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitrary award.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the

funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.4 Prohibition of Conflicting Activities The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government of Karnataka which would conflict with the activities assigned to them under this Contract; and
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the
Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing
The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with

internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to tin the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval
The Consultants shall obtain the Client's prior approval in writing before taking any of the
following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Consultants", Sub-Consultants" and "Key Personnel), merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations
The Consultants shall submit to the Client the reports and documents specified in the form, in the numbers, and within the periods set forth.

3.8 Documents Prepared by the Consultants to Be the Property of the Client
All plans, drawings, specifications, designs, reports and other documents and the software if any submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client
Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination

or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and

Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his / her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1, hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided

(i) that such adjustment shall not alter the originally estimated period of engagement of any individual by more that 10% or one week, whichever is larger, and

(ii) that the aggregate of such adjustment shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such adjustments shall be made with the Clients written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

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The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, Etc.,
(a) Working hours and holidays for Key Personnel are set forth.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as result replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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4.6 Resident Project Manager
If required by the SC, the Consultants shall ensure that at all times during the Consultants performance of the Services a resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client
5.1 Assistance and Exemptions
Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:
(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-Consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client
The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described at the times and in the manner specified, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources,

and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1 (c) hereinafter.

5.4 Payment
In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payment to the Consultants:
6.1 Cost Estimates; Ceiling Amount
(a) An estimate of the cost of the Services payable in local is forth.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1 (b) hereof, if pursuant to Clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimated referred to in Clause GC 6.1 (a) above, the ceiling or ceilings as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures
(a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.1 (b) and (ii) reimbursable expenditures as set forth in Clause GC 6.1 (c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC
(c) Reimbursable expenditure actually and reasonably incurred by the Consultants in
the performance of the Services, as specified in Clause SC 6.2 (c).

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6.3 Currency of Payment
All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.

6.4 Mode of Billing and Payment
Billing and payments in respect of the Services shall be made as follows :

(a) As soon as practicable and not later fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 5.3 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(b) The Client shall cause the payment of the Consultant within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add for subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due, but not paid on, such due date.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants an approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the client unless the Client, within such ninety (90) day period, gives written notice to the consultants specifying in detail deficiencies in the Services, the final report of final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon the completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after by

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the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) All payment under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

7.2.1 If the consultant is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

7.2.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

7.2.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

8. Accountability

8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.

8.3 In addition BDA reserves the right to recover the performance security amount vested with BDA in the form of Bank guarantee given by the consultant against performance guarantee.

9. Penalty

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9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.

SPECIAL CONDITIONS OF CONTRACT
Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract
[1.1 (h) The Member in Charge is _____].
[1.4.1 The addresses are:

Client: _____
_____
_____
Attention: _____
Address: _____
E-mail: ----------

Consultants: _____
_____
_____
Attention: _____
Address: _____
E-mail: ----------

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

[1.6 The Authorized Representatives are:

For the Client : Executive Engineer (WWM-P)V Valley ,
For the Consultant: The Team Leader

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(WWM-P)V

Valley Division,

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[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The effectiveness of Contract shall be on the date from the issue of Work Order:

[2.2 The time period shall be 180 days [Note: Fill in 30 days or any other appropriate] or such other time period as the parties may agree in writing]

[2.3 The period shall be 180 days [Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of
Consultancy;

(2) Third Party liability insurance, with a minimum coverage equal to total contract value for this consultancy;

(3) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy;

(4) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, etc., or other insurance as may be appropriate;

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

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[3.5 (c) The other actions are.

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 Note: if there a resident project manager, state here: “The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6” If there is no such manager, delete this Clause SC 4.6 from the SC]

[6.2(b)

(1) It is understood (i) that the remuneration rates shall cover such salaries and allowances, as the Consultants shall have agreed to pay to the Personnel as. Well as factors for social charges. overhead and Consultants fee. (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead. And (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than.one.month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month)

[6.2(c) The reimbursable expenditures shall be the following:

(1) The cost of any subcontract required for the Services and approved in writing by the Client;

(2) Any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1 (c); and

(3) The cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client: .

[6.4 The account is: .....]

[6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) The bank guarantee shall be for an amount as specified in Clause 4.11 of TOR

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

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[7.2.1 Selection of Arbitrators:

The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Consultant relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Chairman BWSSB, out of panel of arbitrators (who shall be an Engineer) of Indian Council of Arbitration or Indian Road Congress or National Highways Authority of India.

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the 'arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

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SECTION – 5

TECHNICAL BID – SUBMISSION FORMS

- Technical Bid submission form
- Composition of the team and task(s) of each team member.
- Curriculum vitae of proposed professional staff
- Activity (work) schedule.

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TECHNICAL BID SUBMISSION FORM

(Location, Date)

From:

To:
Office of the Executive Engineer,
(WWM-P) V Valley Division
Bangalore Water Supply and Sewerage Board,
Nayandanahalli, Bangalore - 560 034,
Karnataka, India.

Sir,

Sub : Deployment of Consultants for the work of preparation of Detailed Project Report & Cost Estimates for Part A -Construction of new Sewage Treatment Plants at Mailasandra and Doddabele STP premises, and Part B - Upgradation / Rehabilitation / Replacement of Sewer Network in Vrushabavathi Valley.

***

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Bid dated _____, we are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid.

If negotiations are held during the period of validity of the Bid, i.e., 90 days from submission we undertake to negotiate. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake that if the work is awarded, we will execute the work from the office in Bangalore. The designs, drawings etc., will be done from our office at Bangalore.

We have examined in detail and have understood the terms and conditions stipulated in the Document issued by BWSSB and in any subsequent communication sent by BWSSB. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the or in any of the subsequent communications from BWSSB. Our Bid contains no conditions.

The information submitted in our Bid is complete, is strictly as per the requirements as stipulated, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

Consultant

Executive Engineer,

(WWM-P)V

Valley Division,

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We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm
Address
Contact Person:
Telephone:

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(WWM-P)V

Valley Division,

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Appendix C

COMPOSITION OF THE TEAM PERSONNEL, AND TASK (S) OF EACH TEAM MEMBER.

1. Technical / Managerial Staff (Key Professional)

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

2. Support Staff

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

C.V's in the above format, of the personnel shall be submitted with signature.

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FORMAT OF CURRICULUM VITAE (C.V) FOR PROPOSED KEY PERSONNAL STAFF.
Proposed Position:
_____

Name of the firm:
_____

Name of Staff:
_____

Profession:

Date of Birth:
_____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on
assignment. Describe degree of responsibility held by staff member on relevant previous
assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.)

Employment Record: _____

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(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

Consultant Executive Engineer,

(WWM-P)V

Valley Division,

B.W.S.S.B.

SECTION – 6

FINANCIAL BID (ONLY FOR REFERENCE)

Sl No.	Particulars	Unit	Qty	Rate	Amount
1	Preparation of Detailed Project Report, detailed estimate, including flow assessment valley wise, Preparation of Tender Document including preliminary design and drawings, Submission of Final Tender Evaluation & Finalization of Contract. Office Expenses (Survey, Drafting, Office Expenses, Documentation, Vehicle & Other Contingency Costs) Overall 2 STPs (Hard Copy in 3 sets & Soft copy) Vrushabavathi Valley STP's (As per scope mentioned in IFT)				
1a	Preparation and submission of DPR & Detailed Estimate	LS	0.5		
1b	Preparation of Tender Document including Preliminary Design & Drawings (Hard Copy in 3 sets & Soft copy)	LS	0.2		
1c	Submission Final Tender Evaluation and Finalization of Contract	LS	0.3		
	Total Rs	LS	1		

Consultant Executive Engineer,

(WWM-P)V

Valley Division,

B.W.S.S.B.

Form of Bank Guarantee for Performance Security
(Reference TOR Clause 4.11 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____
To:
_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as performance security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs._____ [amount of guarantee] Rupees _____ [in words] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Consultant Executive Engineer,

(WWM-P)V

Valley Division,

B.W.S.S.B.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Guarantee Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in Bengaluru.

Consultant Executive Engineer,

(WWM-P)V

Valley Division,

B.W.S.S.B.